

## U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

## 1. Name of Registrant

Invest El Salvador

## 2. Registration Number

6890

## 3. Primary Address of Registrant

200 Massachusetts Avenue, NW, Washington, DC 20001

## 4. Name of Foreign Principal

Government of El Salvador

## 5. Address of Foreign Principal

Alameda Manuel Enrique Araujo No. 5500  
San Salvador  
EL SALVADOR

## 6. Country/Region Represented

EL SALVADOR

## 7. Indicate whether the foreign principal is one of the following:

☒ Government of a foreign country<sup>1</sup>☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) \_\_\_\_\_☐ Individual-State nationality \_\_\_\_\_

## 8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Government of El Salvador

b) Name and title of official with whom registrant engages

Mr. Victor Santamaria, International Affairs Director

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
  
- b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- |   |  |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

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11. Explain fully all items answered "Yes" in Item 10(b).

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
<u>11/13/2020</u>	<u>David A. Metzner</u>	<u>/s/David A. Metzner</u>
<u>11/13/2020</u>	<u>Damian Merlo</u>	<u>/s/Damian Merlo</u>
<u>11/13/2020</u>	<u>William Perry</u>	<u>/s/William Perry</u>
<u>                    </u>	<u>                    </u>	<u>                    </u>

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/13/2020

David A. Metzner

DocuSigned by:

David Metzner

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/13/2020

Damian Matias Merlo



**EXECUTION**

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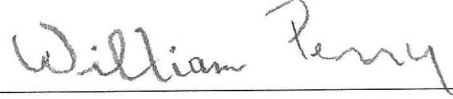
Date

Printed Name

Signature

11/13/2020

William Perry

A handwritten signature in dark ink, appearing to read "William Perry", is written over a horizontal line.



U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Invest El Salvador

2. Registration Number  
6890

3. Name of Foreign Principal  
Government of El Salvador

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 11/05/2020
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Invest El Salvador will work to improve bilateral United States - El Salvador communications, promote foreign direct investment into El Salvador, and work with the Salvadorian diaspora.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Invest El Salvador will work to achieve its goals by communicating with U.S. officials, the public, and the media.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Invest El Salvador will inform the U.S. public, government officials, and the media about the importance of fostering strong dialogue between the U.S. and El Salvador, and promoting direct foreign investment into El Salvador.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

**EXECUTION**

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Date

Printed Name

Signature

11/13/2020

David A. Metzner

DocuSigned by:

David Metzner

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Date

Printed Name

Signature

11/13/2020

Damian Matias Merlo



**EXECUTION**

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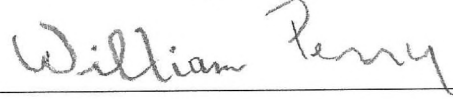
Date

Printed Name

Signature

11/13/2020

William Perry





## Invest El Salvador, Inc.

200 MASSACHUSETTS AVE NW  
WASHINGTON, DC 20001

November 1, 2020

Mr. Victor Santamaria  
International Affairs Director  
Government of El Salvador  
Alameda Manuel Enrique Araujo No. 5500  
San Salvador, El Salvador

Dear Mr. Santamaria:

This letter outlines the agreement under which Invest El Salvador, Inc. (IES) will provide consulting services to the Government of El Salvador (CLIENT), principally to improve communications and cooperation between the United States and El Salvador.

The term of this letter agreement will begin effective as of November 1, 2020 and terminate on October 31, 2021. However, either party may terminate this letter agreement after April 30, 2021 upon thirty (30) days' written notice. The fee for the services described above will be US\$65,000.00 per month, payable within thirty (30) days from CLIENT's receipt of an invoice from IES. At such time as both parties mutually agree based on a range of factors, including the value of the services provided by IES to CLIENT, the fee for services described above can be adjusted.

Nothing in this agreement shall be deemed to create any partnership, joint venture or enterprise, or employment relationship between IES and CLIENT. IES is an independent contractor providing services under this letter agreement and IES shall pay, to the extent required by law, all applicable taxes and other obligations that result from providing services under this letter agreement. IES shall not provide any legal advice or representation to CLIENT.

Any proprietary information regarding, but not limited to, both parties and the fact that IES is providing services to CLIENT hereunder will remain confidential unless required by law or otherwise agreed to by IES and CLIENT. IES will not use any CLIENT names in any publicity or advertising.

In connection with the provision of services hereunder, IES and its representatives and employees may receive oral or written information from CLIENT of a confidential and proprietary nature, including, without limitation, the following types of information (whether or not reduced to writing): organizational structures, business strategies, disclosure documents, financing rates, clearing rates, trade secrets, inventions, proposals, tapes, file data, documentation, diagrams, specifications, process, trading and risk management strategies, positions, formulas, algorithms, models, flow charts, software in various stages of development, source codes, research and development procedures and test results, marketing techniques and materials and plans, business plans, customer and vendor identities and agreements, customer lists, prospect lists, files identifying or relating to employees or other consultants to CLIENT,



and any other information either specifically identified by CLIENT to IES as being confidential or which would, under the circumstances, reasonably be understood by IES to be confidential. IES agrees that it and its employees will not (i) disclose any confidential or proprietary information provided by CLIENT or (ii) use any confidential or proprietary information for any purpose other than in connection with the provision of services hereunder. IES will use the same degree of care used to safeguard its own confidential or proprietary information to safeguard any confidential or proprietary information provided by CLIENT.

IES further represents that its performances of services to CLIENT hereunder does not and will not conflict with or violate any obligation or duty that IES or any of its representatives or employees may have to any entity, company, institution (including but not limited to associations, trusts or government instrumentalities) or individuals. Also, IES and its representatives and employees will not directly or indirectly disclose to CLIENT or use in its work as consultant to CLIENT any confidential or proprietary information, material, documents or other property of any nature of any current or former employer, individual, company, or institution or other person.

This agreement shall be governed by the laws of the District of Columbia. Each party hereto irrevocably consents to the jurisdiction of the State and Federal courts located in the District of Columbia and waives any objection which the party may now or hereafter have concerning jurisdiction and venue, whether based on considerations of personal jurisdiction, forum non conveniens or on any other grounds.

We are excited about the opportunity to work with you. If the foregoing meets with your approval, please sign and return a copy of this letter to our office.

Sincerely,

DocuSigned by:

David Metzner  
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David A. Metzner  
Member of the Board

AGREED TO AND ACCEPTED:

Printed Name and Title:

Victor Sautinaria

Date: 5 NOV 2020